

COMMONWEALTH OF KENTUCKY  
NATURAL RESOURCES AND ENVIRONMENTAL  
PROTECTION CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION  
DIVISION OF WASTE MANAGEMENT  
14 REILLY ROAD  
FRANKFORT, KY 40601

TRUST FUND AGREEMENT

Trust Agreement, the "Agreement," entered into as  
of \_\_\_\_\_ by and between \_\_\_\_\_  
(date) (name of owner or operator)  
a \_\_\_\_\_  
(Name of State) (insert "corporation," "partnership," "association," or "proprietorship")  
the "Grantor," and \_\_\_\_\_,  
(name of corporate trustee) (insert "incorporated in the State of  
Kentucky" or "a national bank")

Whereas, the Kentucky Natural Resources and Environmental Protection Cabinet, "the Cabinet," an agency of the Commonwealth of Kentucky, administers certain statutes KRS 224.40-650 and KRS 224.40-110 and certain regulations 401 KAR Chapters 47, 48 and 49 applicable to the Grantor requiring it as owner or operator of a solid waste disposal facility to provide assurance that funds will be available when needed for closure and closure care (postclosure care) of that Facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting individually or through its duly authorized officers, has selected a non-related Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

Whereas, the Trustee is a corporation, authorized by KRS Chapter 287 to engage in trust activities, empowered to act as a Trustee under the Uniform Trustees' Power Act established in KRS 386.800 et seq., whose trust activities are regulated or examined by a state or federal agency, and having an office within the Commonwealth of Kentucky,

Whereas; the Cabinet for the purpose of its "Solid Waste Disposal Site Restoration Fund", established by statute in KRS 224.40-650 to assure proper closure of solid waste disposal facilities, shall serve as the beneficiary of this Trust Agreement,

Whereas, the purpose of this Trust Agreement is to ensure that the Grantor has the necessary financial means to comply with the statutory and regulatory requirements in closing its solid waste disposal facility after it ceases accepting waste and performing the minimum thirty (30) years closure care monitoring and maintenance required to assure the facility does not adversely affect human health and the environment,

Whereas, by entering this Agreement, the Grantor acknowledges that the establishment of this Trust Agreement does not waive the necessity of additional financial assurance for groundwater corrective action if deemed necessary at the Facility in accordance with the laws and regulations of the Commonwealth of Kentucky.

Now, Therefore, the Grantor and the Trustee agree as follows:

**Article 1. Definitions.** As used in this Agreement:

(a) The term "Grantor" means the owner or operator of the facility identified in Schedule A who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this agreement and any successor Trustee.

(c) The term "Cabinet" means the Kentucky Natural Resources and Environmental Protection Cabinet who for the purpose of its Solid Waste Disposal Restoration Fund is the beneficiary of this Agreement.

(d) The term "closure" means closure of the facility which is identified in Schedule A in accordance with KRS Chapter 224 and 401 KAR Chapters 47, 48 and 49.

(e) The term "closure care" (which is used interchangeability with the term "postclosure care" and is to be given the exact same meaning) means the closure care required at the facility named in Schedule A in accordance with KRS Chapter 224 and 401 KAR Chapters 47, 48 and 49.

(f) The term "Facility" means the solid waste disposal facility which is owned or operated by the Grantor and is identified by name and permit number on the attached Schedule A.

(g) The term "Fund" means the trust fund established by this Trust Agreement.

(h) The term "non-related trustee" means a trustee whose corporation is not an affiliated company or affiliated person as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. § 80a-2 with the Grantor or any other owner or operator of the facility unless the Grantor is the federal or a state government.

**Article 2. Identification of Facilities and Cost Estimates.** This Agreement pertains to the Facility and cost estimates identified on attached Schedule A (Schedule A must be attached and completely filled out).

**Article 3. Trust Property.**

3.1 The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Cabinet. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee and the Cabinet, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund will be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Cabinet.

3.2 Payments into the Fund shall be made annually by the Grantor over the term of the initial permit or over the remaining life of the Facility, whichever is shorter. This period is referred to as the "Pay-In Period". The duration of the Pay-In Period for the Facility is set forth in Schedule B.

3.3 The first payment into the Fund (as further described in Schedule B), shall be at least equal to the current cost estimate for closure and postclosure care at the Facility divided by the number of years in the Pay-In Period. The amount of subsequent annual payments will be determined by the following formula:

$$\text{Next Payment} = \frac{\text{CE} - \text{CV}}{\text{Y}}$$

Where CE is the current cost estimate for closure and postclosure care (updated for inflation or other changes), CV is the current value of the Fund, and Y is the number of years remaining in the Pay-In Period.

3.4 The subsequent annual payments are due on the anniversary date of the Grantor's execution of the Trust Agreement and are late on the thirtieth day thereafter. Payments to the Fund may cease at the conclusion of the Pay-In Period.

**3.5** If the closure or postclosure cost estimates for the Facility are revised, the Grantor shall make necessary adjustments to the Fund's value at the next Pay-In-Period or at the next anniversary date of the Grantor's execution of the Trust Agreement, if the Pay-In-Period has concluded.

**3.6** Grantor reserves the right, with the consent of the Trustee, at any time and from time to time, to assign, transfer, deliver to or deposit with the Trustee additional property in accordance with Article 4 which thereupon shall become a part of this Trust and subject to all the terms, powers and conditions of this Trust Agreement.

**3.7** The Grantor and the Cabinet have no right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber the Fund in any way, nor will the Fund in any manner be liable for or subject to the debts, liabilities or obligations of the Grantor, the Facility or the Cabinet to third parties. This paragraph shall not be construed to allow the Grantor to escape the Facility's liabilities or obligations to comply fully with the closure and postclosure requirements of KRS Chapter 224 and 401 KAR Chapters 47, 48 and 49.

**3.8** The Fund and any of its property shall not be subject to assignment, alteration, pledge, attachment, garnishment, sequestration, other legal process or to the claims of any creditor. For purposes of this paragraph, the Cabinet is not a creditor of the Fund if the Cabinet has a claim against the Grantor or the Facility for not complying with the closure and postclosure requirements of KRS Chapter 224 and 401 KAR Chapters 47, 48 and 49.

**Article 4. Payments Comprising the Fund.** Payments made to the Trustee for the Fund shall consist of cash which may be made by certified check or other type of cash transfer acceptable to the Trustee.

**Article 5. Notice of Nonpayment.** The Trustee shall notify the Grantor and the Director of the Division of Waste Management in the Kentucky Natural Resources and Environmental Protection Cabinet (hereinafter the Director of the Division) by certified mail within ten (10) days following the expiration of the thirty (30) day period for subsequent payments into the Fund, if no payment is received from the Grantor for that Pay-In Period. After the Pay-In Period is completed as set forth in Article 3 and Schedule B, the Trustee shall not be required to send a notice of nonpayment.

**Article 6. Payment from the Fund.** The Trustee shall make payments from the Fund only upon written requests by the Grantor or the Cabinet as set forth in Article 15 and in accordance with the following conditions:

(a) Except for the purposes of investing and reinvesting the monies in the Fund, and for paying trust administration expenses as allowed herein, the Trustee shall not make any payments from the Fund until it has first received written notification from the Cabinet that closure activities have begun at the Facility.

(b) After the Cabinet has notified the Trustee that closure activities have begun, the Trustee shall, upon written request by the Grantor, make payment(s) or reimbursement(s) to the Grantor for closure or postclosure care expenditures. Such written request by the Grantor shall be accompanied by the written approval of the expenditures by the Cabinet.

(c) The Grantor's written request to the Trustee shall include a list of the closure or post-closure care activities for which payment or reimbursement is being sought, and the amount of payment or reimbursement to be made.

(d) The Trustee shall provide written notice to the Grantor and the Cabinet of any payments made from the Fund.

(e) The Trustee is authorized to make payments from the Fund at the Cabinet's direction in accordance with Article 18.

#### **Article 7. Trustee Management.**

7.1 The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with the provisions of this article. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the Trust Fund solely in the interest of the beneficiary and the stated purpose of this Fund and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like purposes.

7.2 For purposes of investing or reinvesting the monies in the Trust, the Trustee is authorized to invest only in the following:

(a) United States Treasury Bills.

(b) Bonds or other interest-bearing obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America.

(c) Bonds or other interest-bearing obligations of the Commonwealth of Kentucky or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth.

(d) Short or long term debt securities rated Triple AAA by Standard & Poores, Inc. or an equivalent rating by any other nationally recognized rating agency.

(e) Interest-bearing accounts maintained by the Trustee to the extent such are insured by an agency of the federal or a state government or otherwise secured as provided under the laws of the Commonwealth of Kentucky.

(f) Shares of an investment company registered under the Investment Company Act of 1940 (U.S.C. § 80a-1 et seq.), whose shares are registered under the Securities Act of 1933 (15 U.S.C. § 77a et seq.) provided the only investments of the investment company are those described in (a), (b), (c), (d) and (e) above. The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereof.

**7.3** Securities or other obligations of the Grantor, any other owner or operator of the facility, or any affiliated company or affiliated person as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. § 80a-2.(a), will not be acquired or held, unless they are securities or other obligations of the Federal or a State government.

**Article 8. Commingling and Investment.** The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. § 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee if the securities are of the type allowed in Article 7.2(a)-(d). The Trustee may vote such shares in its discretion.

**Article 9. Trustee's Powers.**

**9.1** The Trustee of the Fund established hereunder (including any substitute or successor Trustee or Trustees) shall have the continuing power to deal with any property, real or personal, held in the Fund pursuant to the powers set out in KRS 386.810.

**9.2** The Trustee may freely act under all or any of the powers of this Trust Agreement given to it in all matters concerning the Fund after forming its judgment based upon all the circumstances of a particular situation as to the wisest and best course to pursue in the interest of the Fund, the Grantor and the Cabinet hereunder, without the necessity of obtaining the consent or permission of any person interested therein, or the consent or approval of any court.

**9.3** Notwithstanding anything herein contained to the contrary, no power enumerated herein or accorded to Trustee generally or pursuant to law shall be construed to enable any person to purchase, exchange, or otherwise deal with or dispose of the principal or income of the Fund for less than an adequate or full consideration in money or money's worth, or to enable any person to borrow the corpus or income of the Fund, directly or indirectly, without adequate interest or security. No person, other than the Trustee, shall have or exercise the power to vote

or direct the voting of any corporate shares or other securities of the Fund, to control the investment of the Fund either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the Fund by substituting other property of any equivalent value.

**Article 10. Taxes and Expenses.** All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Fund, including fees for ordinary and necessary legal services rendered to the Trustee, the compensation of the Trustee (to the extent not directly paid by Grantor), and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

**Article 11. Valuation.**

**11.1** The Trustee shall annually, at least thirty (30) days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Director of the Division a statement confirming the value of the Fund. Any securities in the Fund shall be valued at market value as of no more than sixty (60) days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within ninety (90) days after the statement has been furnished to the Grantor and the Director of the Division shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

**11.2** If the Trustee's annual valuation shows that the value of the Fund is less than the amount required to be in the Fund as set forth in Schedule B, then the Grantor shall within thirty (30) days make a payment to the Fund of the dollar amount difference between the amount in Schedule B and the Fund's actual value. The Grantor is obligated to make this payment notwithstanding any litigation between the Grantor, the Trustee, and any other parties. However, the Grantor may in writing request the Cabinet to place this payment in escrow instead of making the payment to the Fund if the Grantor believes Trustee mismanagement, fraud or other Fund management problems have led to the devaluation of the Fund.

**Article 12. Advice of Counsel.** The Trustee may from time to time consult with counsel with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee will be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

**Article 13. Trustee Compensation.** The Trustee will be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

**Article 14. Successor Trustee.**

**14.1** Any Trustee hereunder may resign at any time by giving ninety (90) days prior written notice of its intention to do so to Grantor and the Cabinet. Upon receipt of such notice,

the Grantor shall appoint a Successor Trustee on or before the ninetieth (90th) day to assume management of the Fund under this Agreement. The Successor Trustee shall be a corporation authorized by KRS Chapter 287 to engage in Trust activities, empowered to act as a Trustee under the Uniform Trustee's Power Act established in KRS 386.800 et seq., whose trust activities are regulated or examined by a state or federal agency, and having an office within the Commonwealth of Kentucky. However, Grantor shall be permitted to and shall appoint only a non-related party. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, or a Successor Trustee cannot or does not accept the appointment by the expiration of the ninety (90) day period, the Trustee may apply to a court of competent jurisdiction for the appointment of a Successor Trustee in accordance with this Trust Agreement or for instructions.

**14.2** The Successor Trustee shall specify the date on which it assumes administration of the Trust, in writing, sent to the Grantor and the Cabinet, by certified mail, ten (10) days before such assumption takes effect. Upon the Successor Trustee's acceptance of the appointment, the Trustee hereunder shall assign, transfer, convey and pay-over to the Successor Trustee the monies and properties then constituting the Fund. The Successor Trustee shall be vested with the powers conferred upon the original Trustee and shall be subject to the limitations herein placed on the original Trustee.

**14.3** Grantor shall have the right at any time, with the written consent of the Cabinet, to replace Trustee by giving ninety (90) days prior written notice of termination. The Grantor shall select a Successor Trustee in accordance with the criteria established in Article 14. However, the Grantor shall not replace a Trustee unless a Successor Trustee is available on or before the ninetieth (90th) day to take over administration of the Fund.

#### **Article 15. Instructions to the Trustee.**

**15.1** All orders, requests and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions as long as the Grantor's orders, requests or instructions are in accordance with the provisions of this Agreement. Any order, requests or instructions involving the release of payments from the Fund under Article 6 must be approved in writing by the Cabinet and be in accordance with the provisions of that Article.

**15.2** All orders, requests and instructions by the Cabinet to the Trustee shall be in writing and shall be signed by an individual holding one of the following positions: Director of the Division of Waste Management, Commissioner of the Department for Environmental Protection or Secretary of the Natural Resources and Environmental Protection Cabinet.

**15.3** The Trustee shall not have the right to assume, in the absence of written notice to the contrary, that an event constituting a change or a termination of the authority of any



person to act on behalf of the Grantor or the Cabinet hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the Cabinet, except as provided for herein.

**Article 16. Accounting by Trustee.** Except as provided otherwise herein, Trustee shall from time to time, but no more frequently than every five years except upon request of Grantor and the Cabinet, render an account to the Grantor and the Cabinet of its transactions with respect to the trust, and Grantor together with the Cabinet shall have full power to settle finally such account and, on the basis of such account, to release Trustee from all liability, responsibility or accountability for actual omissions as Trustee. Any settlement and release shall have the force and effect of a final decree of a court of competent jurisdiction in a proceeding for a judicial settlement of account.

**Article 17. Amendment of Agreement.** This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, the Cabinet or by the Trustee and the Cabinet if the Grantor ceases to exist; becomes insolvent or enters into liquidation, receivership or bankruptcy; or is legally incompetent.

**Article 18. Irrevocability and Termination.** Subject to the right of the parties to amend this Agreement as provided in Article 17, this Trust Agreement shall be irrevocable and shall continue until terminated only by the occurrence of any of the following:

(a) A written agreement of termination of the trust by the Grantor, the Trustee, and the Cabinet. Upon termination of the Trust Agreement, all remaining Trust property, less final trust administrative expenses, will be delivered to the Grantor.

(b) The completion of the purpose of the Trust defined as the Cabinet's notification, in writing, to the Trustee of the Cabinet's acceptance of Grantor's certification of completion of the closure and post-closure maintenance and monitoring requirements for the Facility. Upon receipt of the Cabinet's acceptance of Grantor's certification of completion, all remaining Trust property, less final Trust administrative expenses, will be delivered to the Grantor.

(c) A certification by the Cabinet, in writing, to the Trustee that the Grantor has abandoned the facility or refused to comply with the statutory and regulatory requirements of closure and post-closure care for the Facility. The Cabinet shall provide the Trustee and the Grantor thirty (30) days notice of its intention to make such a certification. Upon issuance of the written certification, the Cabinet shall direct the Trustee to maintain the Trust and to make such payments from the Trust as necessary to complete the closure and post-closure activities at the Facility. The Cabinet may contract with a third party to conduct the closure and post-closure activities at the facility and instruct the Trustee to make payments to that third party. If any property remains in the Fund at the completion of the post-closure period, the Cabinet shall direct the Trustee to terminate the Trust and pay over all remaining property of the Fund, less final trust administrative expenses of the Trustee, to the Cabinet's "Solid Waste Disposal Restoration Fund".

**Article 19. Trustee's Immunity and Indemnification.**

**19.1** The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Fund, or in carrying out any directions by the Grantor or the Cabinet issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or by the Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

**19.2** The Trustee shall be obligated only for the performance of such duties as are specifically set forth herein, and it may rely and shall be protected in acting or refraining from acting on any instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized by the terms of this Agreement, nor for action taken or omitted by it in accordance with the advice of its counsel.

**Article 20. Choice of Law.** This Agreement shall be administered, construed, and enforced according to the laws of the Commonwealth of Kentucky.

**Article 21. Jurisdiction.** The Grantor and Trustee by entering into the Agreement consent to the jurisdiction of all courts of competent jurisdiction in the Commonwealth of Kentucky.

**Article 22. Miscellaneous Provisions.**

**22.1** As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Article of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

**22.2** The headings and subtitles in this Agreement have been inserted solely for convenient reference, and shall not be considered in interpreting or construing this Agreement.

**22.3** Whenever there is a citation to a statute or regulation in this Agreement, the statute or regulation shall be applied as it may be subsequently amended, modified or substituted.

**22.4** In the event of the reorganization of the Cabinet, the statutory successor of the Cabinet, the Division of Waste Management, or the position of Director of the Division of Waste Management shall be entitled to take any and all actions so designated to that entity or individual under this Agreement.

**22.5** This Agreement shall be binding upon and the benefits hereunder shall inure to the benefit of the successors and assigns of the parties hereto.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

By

\_\_\_\_\_  
(Signature of Grantor)

\_\_\_\_\_  
(Title)

Attest:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

(Seal)

By

\_\_\_\_\_  
(Signature of Trustee)

\_\_\_\_\_  
(Title)

Attest:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

(Seal)

## Certification of Acknowledgement

Commonwealth of Kentucky \_\_\_\_\_  
(if not in Kentucky, insert state)

County of \_\_\_\_\_  
(insert name of county)

On this \_\_\_\_\_ before me personally came \_\_\_\_\_  
(date) (owner or operator)

to me known, who, being by me duly sworn, did depose and say that she/he resides at

\_\_\_\_\_  
\_\_\_\_\_  
(address)

that she/he is \_\_\_\_\_ of \_\_\_\_\_,  
(title) (corporation)

the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she/he signed her/his name thereto by like order.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Notary Public Commission Expires)

(Seal of Notary Public)

## Trust Fund Schedule A

GRANTOR'S FACILITY NAME \_\_\_\_\_

\_\_\_\_\_  
(Grantor's Name)

\_\_\_\_\_  
(Facility Name)

\_\_\_\_\_  
(Facility Permit Number)

\_\_\_\_\_  
(Street Name)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Closure Cost Estimate)\*

\_\_\_\_\_  
(Postclosure Cost Estimate)\*

\*Attach a copy of your facility's closure cost estimate and postclosure (closure-care) cost estimate which has been stamped approved by the Division of Waste Management.

If your facility has elected to use more than one financial mechanism to provide for closure and postclosure cost, fill out the section below.

What is the percentage of closure cost and postclosure cost estimates that will be subject to the Trust Agreement?

\_\_\_\_\_  
In accordance with that percentage, the following dollar amounts will be placed in the Fund:

\_\_\_\_\_  
Closure Cost Estimate - Amount subject to Fund

\_\_\_\_\_  
Postclosure Cost Estimate - Amount subject to Fund

The remainder of the closure cost and postclosure cost estimate which is \_\_\_\_\_ will be posted by the following financial mechanisms:

1.

2.

3.

## Trust Fund Schedule B\*

GRANTOR'S FACILITY NAME \_\_\_\_\_

PAY-IN PERIOD IS FOR \_\_\_\_\_ YEARS.

### Initial Payment - 1st Year

The fund consists of \$ \_\_\_\_\_

The dollar amount was delivered in the following form:

Cash dollars: \_\_\_\_\_

Check number: \_\_\_\_\_

### 2nd Year

Additional amount paid into fund consist of \$ \_\_\_\_\_

The dollar amount was delivered in the following form:

Cash dollars: \_\_\_\_\_

Check number: \_\_\_\_\_

### 3rd Year

Additional amount paid into fund consist of \$ \_\_\_\_\_

The dollar amount was delivered in the following form:

Cash dollars: \_\_\_\_\_

Check number: \_\_\_\_\_

### 4th Year

Additional amount paid into fund consist of \$ \_\_\_\_\_

The dollar amount was delivered in the following form:

Cash dollars: \_\_\_\_\_

Check number: \_\_\_\_\_

### 5th Year

Additional amount paid into fund consist of \$ \_\_\_\_\_

The dollar amount was delivered in the following form:

Cash dollars: \_\_\_\_\_

Check number: \_\_\_\_\_

**6th Year**

Additional amount paid into fund consist of \$ \_\_\_\_\_.

The dollar amount was delivered in the following form:

Cash dollars: \_\_\_\_\_

Check number: \_\_\_\_\_

**7th Year**

Additional amount paid into fund consist of \$ \_\_\_\_\_.

The dollar amount was delivered in the following form:

Cash dollars: \_\_\_\_\_

Check number: \_\_\_\_\_

**8th Year**

Additional amount paid into fund consist of \$ \_\_\_\_\_.

The dollar amount was delivered in the following form:

Cash dollars: \_\_\_\_\_

Check number: \_\_\_\_\_

**9th Year**

Additional amount paid into fund consist of \$ \_\_\_\_\_.

The dollar amount was delivered in the following form:

Cash dollars: \_\_\_\_\_

Check number: \_\_\_\_\_

**10th Year**

Additional amount paid into fund consist of \$ \_\_\_\_\_.

The dollar amount was delivered in the following form:

Cash dollars: \_\_\_\_\_

Check number: \_\_\_\_\_

\*This form must be filled in each time an annual payment is made pursuant to Article 3 of the Agreement and the Grantor shall mail a copy of the revised Schedule B to the Cabinet within ten (10) days of its execution.



## **Trust Fund Exhibit A\***

**GRANTOR'S FACILITY NAME** \_\_\_\_\_.

The following is a list of all persons who are authorized by the Grantor to give orders, requests, and instructions to the Trustee:

**\*This list may not be amended without the written consent of the Cabinet.**

## INSTRUCTIONS

This Trust Agreement may be executed as written to provide financial assurance for closure and closure care (postclosure). If this Trust Agreement is being executed for closure only, the references to closure care (postclosure) may be struck through in the sixth "Whereas" clause and in Articles 3.3, 3.5, 6(b), and 6(c). If this Trust Agreement is being executed for closure care (postclosure) only, the references to closure may be struck through in the sixth "Whereas" clause and in Articles 3.3, 3.5, 6(b)-final reference only, and 6(c).

Additionally, if this Trust Agreement is for closure only, the seventh "Whereas" clause shall have the words "closure care (postclosure) and" added immediately before the words "groundwater corrective action". If the Trust Agreement is used for closure care (postclosure) only, the words "closure and" shall be added immediately before the words "groundwater corrective action" in the seventh "Whereas" clause.

Where provisions are struck through or added to this form, the document shall be retyped or each change shall be initialed by all parties to this agreement. Schedules A and B and the exhibits shall indicate whether closure or closure care, or both, are being addressed by this Trust Agreement.